



Public Service Commission of South Carolina
Tariff Summary Sheet as of June 12, 2009

Budget PrePay, Inc. d/b/a Budget Phone

Tariff Service: Local

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2009-167	6/9/09	6/14/09	22
<u>Summary:</u> Revises rates, adds new rates, deletes rate plans, a la carte features and End User Access Service and makes textual clarifications.			

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for Telecommunications Services furnished by Budget PrePay, Inc. d/b/a Budget Phone, with principal offices at 1325 Barksdale Blvd., Suite 200, Bossier City, Louisiana 71111. This tariff applies for services furnished within the state of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: November 20, 2006

Effective: December 4, 2006

By: Ronald Munn, Director Regulatory and Revenue Assurance
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other participating Carriers - None

CHECKSHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

1	Original	
2	Original	
3	1 st Revised	*
4	1 st Revised	*
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	1 st Revised	*
17	1 st Revised	*
18	1 st Revised	*
19	1 st Revised	*
20	2 nd Revised	
20.1	1 st Revised	*
20.2	1 st Revised	*
20.2a	1 st Revised	*
20.2b	1 st Revised	*
20.3	1 st Revised	*
20.4	1 st Revised	*
20.5	1 st Revised	*
21	Original	
22	1 st Revised	*
23	1 st Revised	*
23.1	1 st Revised	*
23.2	1 st Revised	*
23.3	1 st Revised	*
23.4	1 st Revised	*
24	1 st Revised	*

* New or Revised Sheet

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By:

Molly Vance, Controller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

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		(D)

TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

-
- D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e.: the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

SYMBOLS

The following are the only symbols used for the purposes indicated below:

D	-	Delete or Discontinue
I	-	Change Resulting in an Increase to a Customer's Bill
M	-	Moved from another Tariff Location
N	-	New
R	-	Change resulting in a Reduction to a Customer's Bill
T	-	Change in Text or Regulation, but no change in Rate or Charge

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By: Ronald Munn, Director Regulatory and Revenue Assurance
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Budget to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission

Company or Budge - Used throughout this tariff to mean Budget PrePay, Inc. d/b/a Budget Phone a Louisiana Corporation.

Customer - The person or other legal entity which orders the services and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, meters, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Budget for telecommunications between points within the State of South Carolina. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company.

The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. As a telephone utility under the regulation of the Commission, Budget does hereby assert and affirm that as a reseller of Local telecommunications services it shall not indulge or participate in deceptive

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1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission.

Additionally, Budget shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Budget understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of South Carolina.

- 2.1.1 The services provided by Budget are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Budget and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Budget,
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control including without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

2.2 Use of Services

- 2.2.1 Budget's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2
- 2.2.2 The use of Budget's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Budget's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Budget's services are available for use 24 hours per day, seven days per week.
- 2.2.5 Budget does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Budget's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by

-
- the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the

breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

- 2.3.7 The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, **including without limitation implied warranties of merchantability and fitness for a particular purpose.**

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff,
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Budget on the Customer's behalf.
- 2.4.3 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days, defined as any day on which the company's business office is open and U. S. Mail is delivered, written notice to the Customer, Budget may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

-
- 2.5.1.A For non-payment of any sum due Budget for more than ten (10) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Budget's services, or
- 2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting Budget from furnishing its services.

2.5.2 Without incurring liability, Budget may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and Budget's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

2.6 Credit Allowance

N/A

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS (Cont'd.)

(T)

2.8 Deposit

The Company does not require deposits.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.

2.9.2 The customer is responsible for, payment of all charges for services furnished to the customer. Recurring charges and non-recurring charges are billed in advance.

(D)

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(D)

2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company, oral or in writing, within the applicable statute of limitations, No credits, refunds, or adjustments shall be granted unless and until proper documentation is received/prepared by the Company within such limitation period.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all

SECTION 2 - RULES AND REGULATIONS (Cont'd.)

(T)

2.10 Collection Costs (Cont'd.)

(T)

reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, and fees, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein.

(D)

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(D)

2.12 Non-Sufficient Funds Checks

(N)

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The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor. The charge may equal, but not exceed the rataqe allowed by the S.C. Code Annotated Section 34-11-70.

(N)

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Molly Vance, Controller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

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SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

(M)

3.1.1 The maximum rates for local service and custom calling services are outlined below:

(M)
(N)

Local Phone Service	Rate schedule 4.B
AT&T Markets	
	<u>Maximum Monthly Charges</u>
Basic Plan	\$120.00
	\$100.00 w/ prompt pay discount
Deluxe Prepaid Plan	\$160.00
	\$140.00 w/ prompt pay discount
Double Feature Plan	\$105.00
	\$86.00 w/prompt pay discount
Unlimited LD Package	\$20.00
Non-published Number	\$10.00
LD250 Option	\$10.00
Expanded Area Service	\$40.00
<u>Service Initiation Charges</u>	
Activation Fee	\$120.00
Transfer	\$80.00
Name Change	\$60.00
Number Change	\$60.00
Calling Feature Change	\$30.00
Restore Charge	\$50.00
Reconnect Charge	\$50.00
<u>Directory Assistance</u>	
	Local: \$3.00
	National: \$3.50

(N)

Some material previously found on this sheet now found on 1st Revised Sheet 20.1

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Molly Vance, Controller
 1325 Barksdale Blvd., Suite 200
 Bossier City, Louisiana 71111

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.2 The current rates for local service and custom calling services are outlined below: (Cont'd.)

(T)

Local Phone Service

Rate schedule 4.B

AT&T Markets

(T)

Current Monthly Charges

Basic Plan

\$ 32.78 (R)

(T)

\$ 22.78 (R) w/ prompt pay discount

(D)

(D)

Deluxe Prepaid Plan

\$ 63.45 (R)

(T)

\$ 53.45 (R) w/ prompt pay discount

(D)

(D)

Double Feature Plan

\$ 53.45 (I)

\$ 43.45 (I) w/ prompt pay discount

Unlimited LD Package

\$10.00

(T)

(D)

|

|

(D)

Non-published Number

\$5.00

(D)

|

|

(D)

LD250 Option

\$5.00

(N)

Expanded Area Service

\$20.00

(N)

Service Initiation Charges

(D)

Activation Fee

\$60.00 (I)

Transfer

\$39.95

Name Change

\$30.00

(N)

Number Change

\$30.00

Calling Feature Change

\$15.00

Restore Charge

\$25.00

(N)

Reconnect Charge

\$25.00

(N)

Directory Assistance

Local: \$ 2.50 (I)

National: \$ 2.50 (I)

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 1325 Barksdale Blvd., Suite 200
 Bossier City, Louisiana 71111

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.3 Basic Plan

(T) (D)

Basic Plan is a bundled pre-paid plan available to all residential customers residing in the AT&T (M)
Sprint and Verizon exchanges of South Carolina. The monthly charge for Basic Plan service |
provides a Customer with single, Voice grade dial tone line, which allows unlimited local calls |
on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long |
Distance¹ calling within the Continental United States per billing cycle. Basic Plan service is (M)
provided with touch-tone as a standard feature. (D)

(D)

¹ Long Distance calculated at a rate of \$0.019 per minute of usage with a \$.25 surcharge for each completed call.

(D)

3.1.4 [Reserved for future use]

(D)

(D)

Some material now found on this page previously found on Original Sheet 18

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Molly Vance, Controller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.5 Budget Phone Deluxe Prepaid Plan

(T)

The Budget Phone Deluxe Prepaid Plan is a bundled pre-paid plan offered to all residential customers in the AT&T, Sprint, and Verizon exchanges of South Carolina as defined by the Incumbents tariff on file with the Commission and includes: a) a residence dial tone line on a flat or measured rate basis (b) unlimited access that does not exceed 2,000 minutes to intra and interstate Long Distance calling within the Continental United States, per billing cycle; and (c) the following five (5) Custom Calling Features: Caller ID, Call Return, Call Forwarding, Call Waiting, and Three-way Calling¹. Customers may be required to access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. This plan does not provide for call detail information on the Customers monthly bill.

¹ Custom Calling Features are offered where facilities and equipment allow. All features may not be available in all central office switches.

3.1.6 Unlimited LD Package

(T)

For a monthly recurring charge, Customer may add to the Basic or Double Feature Plans, two thousand (2,000) minutes, per billing cycle, of intrastate or interstate Long Distance calling within the Continental United States.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.7 Budget Phone Double Feature Plan

Budget Phone Double Feature Plan service is bundled pre-paid plan available to all residential customers residing in the Bell South exchanges of South Carolina as defined by the Incumbents tariff on file with the Commission. The Budget Phone Double Feature Plan is a bundled pre-paid residential service Plan offered on a flat or measured rate basis and includes sixty (60) minutes of intra and interlata Long Distance¹ calling within the Continental United States per billing cycle. The Double Feature Plan, along with its individual components, is available on a where offered basis. Budget Phone reserves the right, at its sole discretion, to alter, change, or substitute individual features. Customers may be required to access Budget Phone's Long Distance platform by first dialing a toll free number and then must dial the ten-digit (10) termination number in order to complete the call. The Plan includes an additional 250 minutes of continental intrastate long distance usage for the first two (2) consecutive months of service (certain restrictions, as outlined below, do apply).² The customer has the option to continue to receive an additional 250 minutes of interexchange intrastate long distance usage for an additional maximum charge of \$10.00 per billing cycle. This plan does not provide for call detail information on the Customers monthly bill.

(T)

(T)

¹⁻² Long Distance calculated at a rate of \$0.019 pre minute of usage with a \$.25 surcharge for each completed call.

The Double Feature Plan includes the following (available on a where offered basis):

- (1) Local dial-tone line
- (2) Sixty (60) minutes of intra/interlata Long Distance calling within the Continental United States per billing cycle
- (3) Call Waiting Deluxe
- (4) Caller ID Deluxe
- (5) An additional 250 minutes of long distance for calls terminating within the continental United States (included at no addition charge for the first two (2) consecutive months of service)

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.8 Expanded Area Service

(N)

Expanded Area Service provides unlimited calling outside the specified local calling area, but within a specified expanded local calling area.

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(N)

3.1.9 Customer Eligibility Criteria

(T)

New and existing customers are eligible for these plans if they meet the following requirements:

- A. Where applicable, customers must subscribe to Budget Phone Local and Long Distance service for both intra and interstate long distance service
- B. Plans are for voice service only and cannot be used for any use deemed inconsistent with residential use by Budget Phone.
- C. Plans are not available to customers with an account that bills to another number or is the recipient of charges billed from another number.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.9 Customer Eligibility Criteria (Cont'd.)

(T)

- D. Plans are not eligible for customer lines associated with educational institutions (colleges, universities, etc) or businesses.
- E. Unlimited access to long distance is for residential voice telephone service only and usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling, toll free numbers, chat rooms, telemarketing, commercial, facsimile (commercial), internet, automated dialing, special interest lines, and other non-residential use.
- F. Unlimited access to long distance is not available for resale.
- G. If Budget Phone determines that usage is not consistent with typical residential customer usage, the customer, at the sole discretion of the company, may be subject to additional charges, loss of unlimited access to long distance service, or to an alternate plan.
- H. For the purpose of the Deluxe Prepaid Plan, typical residential usage is presumed to be total usage that does not exceed 2,000 minutes of intra and interstate usage per billing cycle, per account. Budget Phone's long distance platform will automatically deny calls on accounts that have used the allowed 2,000 minutes. Customers who wish to continue access to long distance on Budget Phone's platform can purchase additional blocks of time, in the form of Budget Phone pre-paid calling cards, from an authorized Budget Phone agent. (T)
- I. Budget Phone reserves the right to verify that the customer meets the eligibility requirements. Customers who do not or no longer meet the eligibility requirements will not be eligible for plans. (T)
- J. Budget Phone reserves the right to exclude certain terminating telephone numbers from this plan.

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Molly Vance, Controller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.10 Lifeline

(T)

1. Applicability:

- a. Lifeline discounts are applicable to local exchange services provided to eligible residential Applicants.

2. Territory:

- a. Within the base rate areas of all AT&T, Sprint, and Verizon exchanges as shown and defined in the Incumbent LEC's current and effective Tariffs on file with the Commission. (T)

3. Discounts:

- a. Lifeline is provided as a reduction of the subscriber's access line rate for local service in amounts equal to the sum of the state and/or federal approved and supported credits.

4. Terms and Conditions:

- a. Lifeline is provided only to the customer's principle residence
- b. One low-income credit is available per household and applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low-income assistance programs identified in 5 following.
- c. Proof of eligibility in any of the qualifying low-income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until the Company has received proof of eligibility. Proof of eligibility shall be in the form of an affidavit, certifying under penalty of perjury, that the subscriber is receiving benefits under one of the qualifying programs or is eligible under federal poverty income guidelines. It is the Customer's responsibility to notify the Company when the Customer is no longer participating in any of the qualifying programs or is no longer eligible based upon income guidelines. (N)
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|
|
|
(N)
- d. When, for any reason, a customer is determined to be ineligible the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline account will be disconnected.
- e. Certification of eligibility in any of the qualifying low-income assistance programs will be required for any account that has been disconnected prior to the reestablishment of the service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.1.10 Lifeline (Cont'd.)

(T)

5. Eligible low-income assistance programs:

- a. The eligible low-income assistance programs are the same as those defined in the Incumbent LEC's current and effective Tariffs on file with the Commission.

6. Rates

(N)

The Lifeline credit consists of a Federal credit and a State credit.

	Monthly Credit
Federal Credit	\$10.00
State Credit	\$3.50

(N)

3.1.11 Link-Up

(T)

1. Link-Up is a connection assistance program, which provides for the reduction of applicable charges associated with connection of telephone service.
2. The applicant must meet the requirements for qualification for Lifeline Telephone Service.
3. Rates

The federal credit is \$30.00 maximum or 50% of the installation and service charges in this tariff, whichever is less.

(N)

(N)

3.2 Customer Complains and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1325 Barksdale Blvd., Suite 200 (888) 424-5588
Bossier City, Louisiana 71111

Any objection to billed charges should be reported promptly to Budget. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to either Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference plus interest as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of South Carolina
Public Service Commission
P.O. drawer 11649
Columbia, SC 29211
800-922-1531

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.3 Level of Service

A customer can expect end-to-end network availability of not less than 99% at all times for all services.

3.4 1+ Dialing

(T)

Budget employs the use of customized code restrictions which permit local calls, residential long distance, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-, 0+, DDD 1+, 1+900. 1+555-1212 and 1+NPA-555-1212,411,976,1DDD01 and 1DDD01 1+.The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions.

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(T)

3.5 Emergency Call Handling Procedures

(T)

Emergency 911 calls are not routed to Company but are completed through the local network at no charge.

3.6 Promotional Offerings

(T)

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations. All promotional offerings will receive Commission approval prior to commencement of such offerings.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

3.7 Prompt Pay Discount

(T)

Residential customers who pay their account balance in full on or before the account due date will receive a Prompt Pay Discount in the amount of \$ 10.00. In anticipation of timely payment, the Prompt Pay Discount is applied to the customer's account at the time of billing.

The Prompt Pay Discount will be removed from an account where payment in full has not been received by the due date.

3.8 Non-Optional Extended Area Service

(T)

Non-Optional Extended Area Service provides usage sensitive billing for calls to locations outside a customer's normal flat rate local calling area. The exchanges where Non-Optional Extended Area Service is required are:

Andrews, Conway, Elloree, Georgetown, Myrtle Beach, N. Myrtle Beach, Pawley's Island, Santee, and Woodruff.

Usage will be billed at \$.05 per minute and will apply in addition to the charge for local exchange service. Customers may elect optional detailed billing for measured rate calls originating from these exchanges. The charge for detailed billing is \$2.00 per month.

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By:

Molly Vance, Controller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

SCf0901

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

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(D)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

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(T)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd.)

(T)

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(D)

3.9 OSS RECOVERY

(T)

In addition to other charges that may be applicable under this tariff, a monthly recurring charge of \$1.20 will be imposed by Company to partially defray the cost of providing service to the customer through the Incumbent LEC's Operational Support System(s).

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